



ACTV Channel 10 Programming Contract

PRODUCER/SUBMITTER INFORMATION

NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TODAY'S DATE _____

Do we have permission to give out your...

Home Phone? Work Phone? Both? Do not release my numbers.

ORGANIZATION INFORMATION (IF APPLICABLE)

ORGANIZATION NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

A. PROGRAM INFORMATION:

PROGRAM TITLE: _____

SUBTITLE: _____

TOTAL RUNNING TIME (TRT): _____



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TAPE FORMAT:

DVCam / Mini-DV

AUDIO FORMAT:

Channel 2 only

Mixed (1 & 2)

NEW PROGRAM – never cablecast on any ACTV access channel

REPEAT PROGRAM – has aired on ACTV before

LOCAL PROGRAM – majority of content created by ACTV service area resident or organization.

Produced with ACTV equipment and facilities.

Did not use ACTV equipment and facilities.

IMPORT PROGRAM – majority of content created outside of ACTV service area by a non-resident, individual, or organization. Imported programming must be sponsored by a certified ACTV producer.

SINGLE PROGRAM – show produced occasionally or one at a time. Each single program requires a new Programming Contract.

SERIES – several programs produced at regular intervals with a regular weekly time slot. ALL episodes must conform to the information provided in this contract.

All episodes must have the same title with a program number or subtitle.

Weekly Bi-Weekly Monthly

½ Hour 1 Hour

DUB REQUEST RELEASE: Can copies of this program be made for viewers who request it?

YES

NO



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B. CABLECAST TIMES REQUESTED

ACTV will schedule all non-commercial, constitutionally protected programming at least one time. Repeats may be requested, however, we will not guarantee that every request will be granted. Locally produced programming will ALWAYS have priority over imported programming.

1 st choice:	Day: _____	Time: _____
2 nd choice:	Day: _____	Time: _____
3 rd choice:	Day: _____	Time: _____

{ } ANY time is acceptable.

{ } Please stop cable casting the program after this date: _____

C. CONTENT GUIDELINES

This section must be completed before your program will be scheduled. Falsification or willful misrepresentation of the information required in this contract will result in suspension of user privileges. In accordance with ACTV Operating Rules and Procedures, by checking YES to questions 2 or 3, ACTV reserves the right to determine an appropriate time to schedule the program.

1. Obscene programming is not allowed on ACTV television channels. Does the program you are submitting contain any obscene material per the definition below

The United States Supreme Court in 1974 under *Miller v. California*, 413 U.S. 15, 24 defines obscenity as:

- a) whether the average person, applying contemporary community standards would find that the work, taken as a whole, appeals to the prurient interest:
- b) whether the work depicts or describes sexual conduct in a patently offensive way; and
- c) whether the work, taken as a whole, lacks serious literary, artistic, political, or scientific value.

To be considered obscene, all three criteria must be met.

Prurient is defined as *marked by, arousing, or appealing to unusual sexual desire.*

Patently is defined as *readily visible or intelligible, obvious.*

PLEASE ANSWER: { } **YES** { } **NO**



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2. Programming that is indecent, as defined by the Federal Communications Commission, will be scheduled after 10:00pm on dates specified by the Access Coordinator. Does the program you are submitting contain any material as outlined in the definition below?

Indecent is defined as *descriptions or depictions of sexual or excretory functions that are patently offensive under contemporary standards applicable to Public, Educational, and Governmental Access channels.*

PLEASE ANSWER: **YES** **NO**

3. Some material such as adult situations, excessive profane language, nudity, excessive violence, or graphic depictions of surgical procedures may be unsuitable for viewing by children. Does the program you are submitting include any such material?

PLEASE ANSWER: **YES** **NO**

D. PROGRAM DESCRIPTION:

Please describe your program with some detail. Why it was produced? What is it about? Who is in it? Where and when it was taped? What is your primary purpose for doing this show? Who is your target audience? This information will help us with program publicity and help answer questions from viewers.

Please name a category that you think best describes your program (i.e. Religious, Music, Cooking, Home Improvement, Public Affairs, Variety, Children, etc.):



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E. PROGRAMMING LIABILITY AND INDEMNIFICATION AGREEMENT:

If you are a resident of the ACTV service area (Aurora, North Aurora, Montgomery, Oswego) or your place of work or church is within these cities, you may submit programs that you have produced to be cablecast by ACTV. You may also submit import programs.

Before signing this contract, please read the following:

I, the undersigned, warrant and represent to ACTV and the City of Aurora that the program presented by me for scheduling as described on this Programming Contract contains none of the following:

- ~ any advertising or material that promotes any product, service, or lottery
- ~ material which violates any law including but not limited to obscene material, libel, invasion of privacy, violation of trademark or copyright, etc.
- ~ any solicitation or direct appeal for funds
- ~ advertising which endorses or opposes candidates for public office which is also intended to be presented as a paid political advertisement on other media.
- ~ material which has a reasonable probability of creating danger of damage to property or injury to persons.



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I understand that by signing this contract, I am assuming full responsibility and will be held legally accountable for the content of this programming and as such may be subject to prosecution for program content that violates any local, state, or federal law. I have read and agree to abide by all ACTV policies regarding use of the ACTV channels and facilities including all technical standards required for program submission. I agree to indemnify and hold harmless ACTV and the City of Aurora, the cable provider and all governments having cable franchise or service agreements with the foregoing, and all their respective staffs and governing boards, from any liability, loss or damage, including reasonable attorney's fees and court costs, cause by any claim of legal action arising out of the cablecast of the program submitted by me. I have received appropriate releases for any copyrighted material used in the program. I have the authority to submit this program as the producer or as the authorized agent of the sponsoring non-profit organization. I understand further that by submitting this program for cablecast on ACTV, I have waived any right of confidentiality I might have relative to my own identity as producer of this program and that upon request of any party, subject to the limitations of the Freedom of Information Act, my name and address may be released to the requesting party by ACTV and the City of Aurora.

Producer/Submitter or Local Sponsor Signature

Date

Parent/Guardian Signature if Producer is under 18 years of age

Date